

Exhibit A

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1
2 UNITED STATES BANKRUPTCY COURT
3 SOUTHERN DISTRICT OF NEW YORK
4 Case Nos. 08-13555 (JMP)
5 08-01420 (JMP)(SIPA)
6 - - - - -x
7 In the Matter of:
8 LEHMAN BROTHERS HOLDINGS, INC., et al.
9 Debtors.
10 - - - - -x
11 In the Matter of:
12 LEHMAN BROTHERS INC.,
13 Debtor.
14 - - - - -x
15 United States Bankruptcy Court
16 One Bowling Green
17 New York, New York
18
19 December 16, 2008
20 10:05 AM
21
22 B E F O R E:
23 HON. JAMES M. PECK
24 U.S. BANKRUPTCY JUDGE
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2 I. UNCONTESTED MATTERS:

3 HEARING re Debtors' Motion Pursuant to Sections 105(a) and
4 363(b) of the Bankruptcy Code for Interim and Final Orders
5 (A)Authorizing the Debtors to (a)Retain Alvarez & Marsal North
6 America, LLC to Provide the Debtors a Chief Restructuring
7 officer and Additional Personnel; and (B)to Appoint the Chief
8 Restructuring Officer Nunc Pro Tunc to the Commencement Date

9
10 HEARING re Debtors' Application Pursuant to Sections 327(a) and
11 328(a) of the Bankruptcy Code and Rules 2014(a) and 2016 of the
12 Federal Rules of Bankruptcy Procedure for Interim and Final
13 Orders Authorizing the Debtors to Employ and Retain Lazard
14 Freres & Co. LLC as Investment Banker to the Debtors Nunc Pro
15 Tunc to the Commencement Date

16
17 HEARING re Application of the Debtors Pursuant to Sections
18 327(e) and 328(a) of the Bankruptcy Code and Rule 2014 of the
19 Federal Rules of Bankruptcy Procedure for Authorization to
20 Employ and Retain Bortstein Legal LLC as Special Counsel to the
21 Debtors

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2 HEARING re Application of the Debtors Pursuant to Sections
3 327(e) and 328(a) of the Bankruptcy Code and Rule 2014 of the
4 Federal Rules of Bankruptcy Procedure for Authorization to

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5 Employ and Retain McKenna Long & Aldridge LLP as Special
6 Counsel to the Debtors, Nunc Pro Tunc to the Commencement Date
7
8 HEARING re Debtors' Motion Pursuant to Sections 105(a) and 363
9 of the Bankruptcy Code Authorizing the Debtors to Employ
10 Natixis Capital Markets Inc. as Strategic Advisor
11
12 HEARING re Application of Official Committee of Unsecured
13 Creditors for Order Under 11 U.S.C. Sections 328(a) and 1103,
14 Fed. R. Bankr. P. 2014 and S.D.N.Y. LBR 2014-1, Authorizing
15 Employment and Retention of Houlihan Lokey Howard & Zukin
16 Capital, Inc. as Investment Banker as of September 17, 2008
17
18 HEARING re Debtors' Motion Pursuant to Section 105(a) of the
19 Bankruptcy Code and Rules 9006(b) and 9027 of the Federal Rules
20 of Bankruptcy Procedure Enlarging the Time within which to File
21 Notices of Removal of Related Proceedings
22
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2 HEARING re Debtors' Motion for an Order Pursuant to Rule 9019
3 of the Federal Rules of Bankruptcy Procedure Authorizing and
4 Approving a Settlement Between Pami Statler Arms LLC and
5 Statler Arms Garage LLC
6
7 HEARING re Debtors' Motion for Entry of Order Pursuant to

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8 Sections 363 and 365 of the Bankruptcy Code and Federal Rules
9 of Bankruptcy Procedure 2002, 6004, 6006, and 9019 Authorizing
10 (i)the Assumption, Assignment, and Sale of Debtors Rights and
11 Obligations Under a Certain Loan Facility Agreement; (ii)the
12 Release of Certain Claims; and (iii)Related Relief

13

14 HEARING re Motion of Sumitomo Mitsui Banking Corporation for
15 Entry of an Order Pursuant to 11 U.S.C. Section 362(d) and Fed.
16 R. Bankr. P. 4001 Granting Relief from Automatic Stay to
17 Foreclose on its Collateral

18

19 HEARING re Motion of Brookfield Properties One WFC Co. LLC for
20 Relief from Stay to Permit Landlord to Collect Rent Directly
21 From Subtenants and Other Relief

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2 II. CONTESTED MATTERS:

3 HEARING re TPG-Austin Portfolio Holdings LLCs Motion to Compel
4 Immediate Assumption or Rejection of Credit Agreement; or, in
5 the Alternative, Grant Relief from the Automatic Stay to Permit
6 Alternative Financing on a Senior Secured Basis

7

8 HEARING re Motion of Barclays Capital Inc. for Relief
9 Concerning an American Express Contract Erroneously Posted with
10 the Closing date contracts

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1 You may get to it. But as to the question of whether or not
2 there has been a failure to make a prima facie case, I find
3 that there has simply been a failure to provide a sufficient
4 evidentiary record which may allow Barclays to establish its
5 case. They've certainly put forth declarations, documents and
6 legal arguments indicating that they have a reason to be here
7 today as do you.

8 But what I said to Mr. Feldberg was that I had some
9 concerns as to intent of the parties, factual issues,
10 misunderstandings and the like that are very difficult for a
11 Court to address in the context of fairly restrained lawyer-
12 prepared declarations. And I'm interested, if we're going to
13 get to that point, in seeing what live witnesses have to say
14 when they're subjected to cross-examination to the extent this
15 matter is not otherwise resolved.

16 So, I understand your position with respect to your
17 entitlements on behalf of American Express. With respect, if
18 we're going to move forward with this without a resolution by
19 agreement, we're going to have a full record.

20 The legal issue, however, that is conceivably one
21 that is either a winner or a loser for one side is the
22 financial accommodation issue which has been addressed in the
23 papers but not yet addressed in argument. And it's something
24 I'd like to hear about from you after you've made your
25 presentation or during your presentation.

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1 MR. BIENENSTOCK: I'll definitely include it during
2 the presentation, Your Honor. I would add that I think
3 Barclays took its best shot with the declarations. It has

Exhibit B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x	
In re	: Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	: 08-13555 (JMP)
Debtors.	: (Jointly Administered)
	: :
-----x	

DECLARATION OF JASON WHITE

Pursuant to 28 U.S.C. § 1746, Jason White declares as follows:

1. I am employed by Barclays Capital Inc. ("Barclays") as a Director and Associate General Counsel.

2. I make this Declaration in support of Barclays' Motion For Relief Concerning an American Express Contract Erroneously Posted With The Closing Date Contracts.

3. On or about October 1, 2008, I spoke with Lindsee Grandfield, outside counsel representing Barclays. After the conversation, I understood that an American Express Travel Related Services Company, Inc ("American Express") contract (the "Contract")¹ with Lehman Brothers Holding Inc. or one of its affiliates had been erroneously listed on a schedule of Non-IT Closing Date Contracts (the "Schedule"). I further understood that the Contract was being removed from the revised Schedule. To give American Express notice of the correction, I called Eugene Chikowski, counsel representing American Express.

¹ Since this time, I have come to understand that American Express had two contracts in place with LBHI and LBI—namely, a corporate card contract and a travel services contract—for which a combined cure amount had been listed in one entry on the list of Non-IT Closing Date Contracts.

4. I spoke with Eugene Chikowski and informed him of the error in the original Schedule and that the Contract would be removed from the revised Schedule. Mr. Chikowski sought to engage me in a substantive conversation regarding the contract and, in particular, working out a larger "business solution" to the situation. I told Mr. Chikowski that I did not have any background on this matter, and that my purpose in calling was simply to inform him of the correction to the Schedule.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 7th day of November, 2008.

/s/ Jason White

Jason White

Exhibit C

(Filed Under Seal)

Exhibit D

(Filed Under Seal)

Exhibit E

(Filed Under Seal)

Exhibit F

DEWEY & LeBOEUF LLP
1301 Avenue of the Americas
New York, New York 10019
(212) 259-8000
Martin J. Bienenstock, Esq.
Irena Goldstein, Esq.

FLASTER/GREENBERG, P.C.
1628 John F. Kennedy Blvd.
Philadelphia, PA 19103
Telephone: 215-279-9393
Facsimile: 215-279-9394
Eugene J. Chikowski, Esq.
Greg T. Kupniewski, Esq.

Co-Counsel for American Express Travel Related
Services Company, Inc.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

LEHMAN BROTHERS HOLDINGS INC.,
et al.

Debtors.

Chapter 11

Case No. 08-13555 (JMP)
(Jointly Administered)

**DECLARATION OF EUGENE J. CHIKOWSKI
IN SUPPORT OF THE RESPONSE OF AMERICAN EXPRESS
TRAVEL RELATED SERVICES COMPANY, INC. TO THE MOTION
OF BARCLAYS CAPITAL, INC. FOR RELIEF CONCERNING AN
AMERICAN EXPRESS CONTRACT ERRONEOUSLY POSTED
WITH THE CLOSING DATE CONTRACTS**

Eugene J. Chikowski, Esq., a shareholder of the law firm Flaster/Greenberg, P.C.
("Flaster Greenberg") and counsel to American Express Travel Related Services Company, Inc.
("AmEx") in the above captioned case, with offices located at 1628 John F. Kennedy Boulevard,
Philadelphia, Pennsylvania, declares as follows:

1. AmEx retained Flaster Greenberg as counsel in the bankruptcy case of Lehman Brothers Holdings, Inc. ("Debtor") with respect to the Debtor's assumption of two AmEx contracts (the "AmEx Corporate Services Contract" and the "AmEx Travel Contract") and the contemporaneous assignment of those contracts to Barclays Capital, Inc. ("Barclays").

2. Unless indicated otherwise, the statements made in this declaration are from my own personal knowledge, information and belief.

3. The Debtor filed a motion to approve, *inter alia*, the sale of certain assets to Barclays and the assumption and assignment of certain contracts to Barclays ("Sale Motion"). The Bankruptcy Court entered an order approving the relief requested in the Sale Motion on September 20, 2008 ("Sale Order").

4. Prior to the hearing on the Sale Motion, the Debtors' two contracts with AmEx were identified as "Closing Date Contracts" on the list ("Closing Date Contracts List") posted by the Debtors' claims agent on <http://chapter11.epiqsystems.com/Lehman> ("Lehman Website"). The Closing Date Contracts List contained proposed cure amounts for each contract. A true and correct copy of the Closing Date Contracts List is attached as Exhibit A.

5. Based on the direction in the Sale Order that consenting non-Debtor parties on the Closing Date Contracts List should provide notice of such consent in writing, I sent a letter on September 22, 2008 to Debtor's counsel, with courtesy copies to Barclays' counsel stating that AmEx consented to the proposed cure with respect to the AmEx Corporate Services Contract appearing on the Closing Date Contracts List ("First Consent Letter"). A true and correct copy of the First Consent Letter is attached as Exhibit B.

6. On September 23, 2008, I received an e-mail response to the First Consent Letter from Mr. Shai Waisman, Debtor's counsel, directing me to follow certain consent procedures

that were posted on the Lehman Website in the interim ("Internet Procedures"). A true and correct copy of the response from Debtor's counsel is attached as Exhibit C.

7. The Internet Procedures directed consenting parties to send a "Consent Form" via facsimile or overnight carrier to Barclays' counsel using a specific address/facsimile number. Although the Internet Procedures reference the "Consent Form" as being attached, such form was not actually attached to the Internet Procedures until September 26, 2008.

8. Based on Mr. Waisman's directions on September 23, 2008 to follow the Internet Procedures in order to consent to the proposed cure, I sent a second letter consenting to the proposed cure for the AmEx Corporate Services Contract on September 26, 2008 using the address and facsimile number posted on the Internet Procedures ("Second Consent Letter"). A true and correct copy of the Second Consent Letter is attached as Exhibit D.

9. Although the First Consent Letter was sufficient notice under the Sale Order to consent to the proposed cure, I nevertheless sent the Second Consent Letter to insure that my client was in technical compliance with the Internet Procedures as fully as possible and to protect my client's right to prompt payment of the appropriate cure.

10. While the Second Consent Letter was in the process of being drafted and approved by my client, the Internet Procedures were updated on the Lehman Website without notice to the parties in interest and not in conjunction with any order of the Bankruptcy Court. The revisions to the Internet Procedures included the addition of a "Consent Form" that the Internet Procedures required all consenting parties to use. Prior to the revisions, the "Consent Form" was referenced in the Internet Procedures, but not attached.

11. Once I became aware that the Internet Procedures had been updated and the "Consent Form" was posted on the Lehman Website, I transmitted a completed Consent Form

pursuant to the Internet Procedures ("AmEx Consent Form"). Again although the Second Consent Letter was sufficient notice under the Sale Order and the Internet Procedures to consent to the proposed cure, I nevertheless sent the AmEx Consent Form to insure that my client was in technical compliance with the Internet Procedures and to protect my client's right to prompt payment of the appropriate cure. A true and correct copy of the AmEx Consent Form is attached as Exhibit E.

12. During the time I was transmitting the various cure consents, I was also interacting via e-mail and telephone with Ms. Lindsee Granfield, Esq., who is one of Barclays' counsel in the above-captioned case, on multiple occasions between September 23 and 25, 2008. Our interactions involved the disagreement between AmEx and Barclays regarding the appropriate cure payment and our efforts to resolve that dispute. Ms. Granfield did not mention or imply at any point during those interactions that the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake. Our interactions centered on the appropriate cure amount for that contract.

13. Also during the time I was transmitting the various cure consents, I received a telephone call from Mr. Bryan Alter, in-house counsel for Barclays late in the afternoon of September 25, 2008. Mr. Alter explained that he was assisting Ms. Granfield with regard to the AmEx Corporate Services Contract. He said he wanted AmEx to know Barclays was working on the issue. We exchanged contact information via email and he said that he would be in touch with me in regards to AmEx. Mr. Alter did not mention that the assumption and assignment of the contract was in any way a mistake.

14. After I had sent the Second Consent Letter and transmitted the Consent Form, I received a response from Ms. Granfield via electronic mail ("First Granfield E-Mail Response") on September 29, 2008. The First Granfield E-Mail Response reads:

Gene:

I am sorry to bother you, but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with a cure amount of \$18million [sic] was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that trys [sic] to accept the amount that I told you prior to such attempted acceptance was a mistake. The business folks have got to talk and try to reach an agreed upon resolution. My understanding is that there has already been some contact. This is not meant to raise hackles at Amex, but the clients need to seek to resolve the issue.

First Granfield E-Mail Response, (emphasis added). A true and correct copy of the September 29, 2008 e-mail exchange among Ms. Granfield, Mr. Waisman and myself is attached as Exhibit F.

15. Based on the prior communications between Ms. Granfield and myself, and consistent with the language emphasized in the block quote above, I understood Ms. Granfield's position to be: (i) she had previously informed me that the \$18 million proposed cure amount was a "mistake" according to Barclays, and (ii) that she took exception to my filing of consents to the full proposed cure amount.

16. Nothing in Ms. Granfield's response indicated to me that Barclays believed the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake. I interpreted Ms. Granfield's response to indicate that Barclays believed there was a dispute between the parties about the appropriate cure amount and that Barclays took exception to AmEx filing consents to the full cure amount with knowledge that the parties were in disagreement over such amount. Ms. Granfield said she wanted business people at our respective clients to work

out a resolution and that she did not want any of the lawyers taking formal action in the bankruptcy case while the direct client-to-client communications were on-going. In fact, the First Granfield E-Mail Response stated that the “business folks have got to talk” and “there has already been some contact” and “the clients need to seek to resolve the issue,” which is consistent with the previous communications among the parties.

17. My transmission of the Second Consent Letter and the AmEx Consent Form was not intended to provoke Ms. Granfield or Barclays in any way. I transmitted the First Consent Letter, the Second Consent Letter and the AmEx Consent Form to remain in technical compliance with the Sale Order and the Internet Procedures, which had been modified without notice over the course of the week.

18. Additionally, since the amount of the proposed cure approximated AmEx’s calculation of the amount outstanding under the AmEx Corporate Services Contract at the time and since the contract was a single integrated agreement, AmEx is entitled to payment of the entire proposed cure, notwithstanding Barclays’ protestations that it was only responsible for curing a subset of the Debtor’s obligations under the contract. I, therefore, transmitted the three consents to preserve and protect my client’s rights while the parties worked to resolve their dispute over the appropriate cure amount.

19. Based on Barclays’ continued unwillingness to pay the proposed cure amount for the AmEx Corporate Services Contract, I forwarded the First Granfield E-Mail Response to Mr. Waisman (with a courtesy copy to Ms. Granfield) and inquired as to whether the Debtor would make up any shortfall between what Barclays would potentially pay and the proposed cure. See Exhibit F.

20. Ms. Granfield promptly replied again ("Second Granfield E-Mail Response"). See Exhibit F. I understood the Second Granfield E-Mail Response merely reiterated the points she made in the First Granfield E-Mail Response. Once again, Ms. Granfield referenced "decisions out of Barclays and/or discussion going between the business people." Nothing in the First Granfield E-Mail Response or the Second Granfield E-Mail Response stated that Barclays believed the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake. The only expressed dispute raised by Barclays remained the appropriate amount of the required cure.

21. After all the cure consents had been transmitted, I received a telephone call from Mr. Jason White, one of Barclays' in-house counsel, during the evening of October 1, 2008 informing me that Barclays intended to amend the Closing Date Contracts List to exclude the AmEx Corporate Service Contract and the AmEx Travel Contract. Mr. White informed me that, based on this revision, Barclays would consider both contracts as having been rejected.

22. I expressed to Mr. White my surprise at Barclays' apparent change in position, noting that no one had ever contacted me about actually moving forward with any meaningful negotiation. Mr. White informed me that Barclays had determined to "go in another direction," that Barclays no longer wanted to continue a business relationship with AmEx and that Barclays has decided to reject the two AmEx contracts for business reasons. Mr. White was not at liberty to disclose what business person or business people at Barclays had made this decision. At no time did Mr. White state or imply that the assumption and assignment of the AmEx Corporate Services Contract was in any way a mistake.

[SIGNATURE ON FOLLOWING PAGE]

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: October 27, 2008

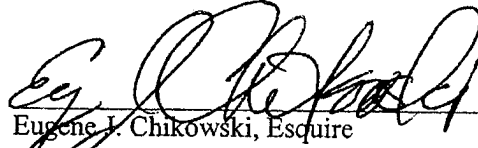

Eugene J. Chikowski, Esquire
FLASTER/GREENBERG P.C.
1628 John F. Kennedy Blvd.
Philadelphia, PA 19103

Exhibit A

CME Brokerage	\$898,158.50
TULLETT	\$621,318.86
Epi Cattle Transaction Services	\$127,979.43
BGC INTERNATIONAL	\$145,013.11
OTCC Derivatives	\$552,887.00
Trading Screen Inc.	\$545,151.00
TRADITION	\$537,438.00
Summit	\$534,000.00
CBOT Brokerage	\$650,278.50
TRADEWEB	\$501,205.35
GFI	\$471,443.00
CBOT Clearing	\$454,907.67
TDOrbma - Credits	\$420,000.30
GFI	\$399,142.18
Thomson Financial	\$373,893.75
MMR (DROWST) used to be loan for Equities	\$395,885.30
NYSE Market Inc.	\$385,014.19
TFS - ICAP	\$383,855.98
MAXCOR	\$357,234.50
NASDAQ - Westatlon	\$350,622.45
NYFEX Inc.(NYFEX Javah)	\$337,142.56
EXCEPTIONS	\$328,815.00
LBMA - Lease Fees	\$308,645.69
PREBON	\$295,200.89
BIMEX Clearing	\$251,741.89
Blackwell Brokerage, Inc.	\$244,935.66
RAHNI SECURITIES, INC.	\$244,522.50
Equimover at AMEX/Option	\$243,428.87
NYSE Aice used to be PACIFIC Transaction Fees	\$242,637.45
MARKETACCESS	\$236,000.00
Marketpro Group Inc.-38002	\$236,712.83
LBMA - Lease Fees	\$234,545.39
BGC INTERNATIONAL	\$230,765.00
Landmark, LLC	\$220,697.30
LINEATA SERVICES INC	\$217,100.06
NYBOT Brokerage	\$212,840.00
HILL PARBER	\$208,453.84
Portware LLC	\$203,483.45
Ceary Securities Total	\$202,852.81
Infiniti	\$201,988.48
REUTERS	\$200,000.00
TSI	\$196,060.98
For Rive	\$192,092.40
ASSOCIATED OPTIONS INC	\$183,755.10
Man Securities Now MF GLOBAL SECURITIES, INC.	\$179,977.00
NYMEX Brokerage	\$176,250.59
MEB Opexes Total	\$171,057.00
CLS	\$165,894.00
Unibrokers Total	\$163,313.22
ESS	\$148,857.82
Tradebot	\$146,306.25
ADVENT SOFTWARE	\$144,585.75
GFI Group Inc. - EOLB - Total	\$142,880.06
NASDAQ - ACT (Clearance) TOTAL	\$133,234.17
Orion Execution Services Holdings, Inc	\$130,000.00
DAVEIN	\$127,710.00
MAN FINANCIAL	\$121,086.81
ICAP UK	\$115,045.40
DLD Securities Total	\$108,993.42
Amway Prime	\$108,190.20
BIDS TRADING L.P.	\$105,907.59
COMEX Exchange	\$103,205.00
T-Zero	\$103,128.00
PHOENIX CAPITAL PART	\$100,000.00
PATRIOT	\$98,488.00
NYFEX Millennium	\$97,289.74
CANTOR	\$96,072.41
Tulip Library Securities Inc.	\$93,181.72
Prison UK	\$82,058.20
GFI Broker's Struct	\$85,000.00
Levitt-BEX Group	
GA CREDIT, LLC	

Expende #1 (N/A)	\$84,068.80
FX Brokerage Total	\$81,849.80
SINGAPORE INSTITUTIONAL BROKERAGE INC	\$80,883.02
TFS PWR NG	\$60,284.38
CHICAGO & MIDWEST Transaction Fees	\$79,614.66
THOMAS WEISEL PARTNERS	\$79,614.66
Toronto Stock Exchange	\$78,540.51
Choice NGA	\$78,540.51
Options (OP)	\$73,628.56
MURPHY & DUREAU	\$72,587.66
ENLACE INT SA, DE C.V.	\$72,308.80
RAFFERTY	\$70,000.00
TRADITION	\$68,950.48
ENLACE MEXICO	\$65,458.12
Specdon UK	\$65,115.00
Omgeo-Alert & Olegys	\$65,049.91
Charles River Brokerage, LLC.	\$63,108.74
ITG INC - BRLEHL BRLES	\$62,941.75
CREDIT SUISSE SECURITIES(USA), LLC	\$62,431.75
BOSTON Options Exchange	\$61,235.30
United (Gas)	\$60,556.69
LBMA - trading fee	\$58,961.82
Transaction Network Services-27/821	\$57,168.03
ICAP Corporates (Account 90081) Total	\$55,199.30
TFS UK	\$54,885.98
Thomson Financial Networks	\$53,545.00
RIS	\$52,237.50
Primex Energy Broker	\$50,792.50
Liberty	\$50,000.00
ING	\$49,970.18
PAL CAPITAL INC	\$48,598.80
GPI Brokers UK	\$47,555.00
Standard Automated Securities (NB)	\$46,886.52
OTC 712	\$46,523.62
Plenty Investments	\$46,464.73
Louis Capital Markets Priby	\$46,317.75
TFS DERIVATIVES CORPORATION	\$45,973.80
PGB	\$45,000.00
LCMC	\$44,553.71
TROptima - Rates	\$43,600.00
Blackwell Brokerage, Inc T-Rove Place	\$42,900.14
Louis Capital Markets	\$42,689.40
FX ALL	\$42,141.69
FX CONNECT	\$41,115.22
Specdon	\$40,569.50
Chatham	\$39,730.00
Surgard - #7312	\$39,072.32
Prebon Financial - 401.BFIN Total is now CD account	\$37,978.55
TFS OI	\$37,471.59
Louis Capital Markets (SE	\$37,135.88
PVIM OI	\$35,942.50
Amerex Natural Gas	\$35,188.38
Eurobrokers	\$34,999.89
Choice PWR	\$34,758.43
CHAPELAINE CORP	\$33,912.50
Tulsa Liberty Securities Total Now Collins Stewart	\$33,242.00
Surgard - #8079	\$32,160.98
GFI Group Inc. - EOLBS Total	\$32,075.00
Pharmex LLC-9802	\$31,989.27
Esparis SA	\$31,884.05
VIA PWR CAPITAL MARKET PARTNERS	\$30,815.00
Stamps	\$30,625.00
MBS	\$30,375.96
ITG INC - BRLEH	\$29,771.20
Murphy & Dureau (Cometibex)	\$29,372.47
PVU Stg	\$28,863.49
ICAP Cleared	\$28,661.08
ICAP Corporate (Account 90021) Total	\$27,390.00
EEX Spot Fees	\$27,000.00
Macgregor Group Inc.-27/821	\$26,475.00
RS (Canada Reg. Fees)	\$26,468.47
Share and Value changes (EO)	\$26,222.18

COWEX Brokerage	\$25,523.75
Tullet Tradeblade	\$25,000.00
REUTERS TRANSACTION SVCS LTD -36002	\$24,545.20
Prabon Canada	\$23,785.21
PTR Inc. Total Philly	\$22,784.00
Transaction Network Services-43625	\$21,580.10
Hamilton Executions	\$21,330.00
Global Direct Equities	\$21,131.90
Stock Clearing Corp of Philly	\$20,584.57
PMG	\$20,052.31
SCS Energy	\$20,025.00
CURRENEX	\$19,443.99
Royalblue Financial New Release Corporation	\$18,714.44
United (OI)	\$19,302.50
BGC Financial	\$17,987.52
RAFFERTY-REFCO	\$17,500.00
Prabon Financial - BOLLFIN Total is now 02 account	\$16,502.00
PTR Inc. Total	\$15,686.40
FINMAT	\$15,100.00
Spectron UK Oil	\$14,900.38
TFS Shig	\$14,900.00
AVM/I	\$14,750.00
NMS Linkage Fee	\$14,146.46
Reds Shig	\$13,425.00
GFI Shig	\$13,230.00
REUTERS TRANSACTION SVCS LTD -27921	\$12,089.43
Prabon & Astro. (Paris)	\$12,046.01
GFI GROUP INC - BLES	\$11,928.35
Cheniere Partners-CPT Total	\$11,507.42
Cheniere Douglas & Co. NEUB	\$11,181.72
Shawinigan	\$10,804.58
Tulamee Collins Stewart	\$10,722.92
Dreyfus	\$10,559.28
INDEPENDENT BROKERS LLC	\$10,051.25
ICAP Energy AS	\$9,800.00
Final now Newage	\$9,560.93
Louis Capital Markets Chicago	\$9,381.50
Mop Capital	\$8,130.00
Transaction Network Services-30002	\$8,075.44
Libuati & Co.	\$8,715.81
SSY	\$7,865.00
Amerec Shig	\$7,548.50
LBSP	\$7,450.00
John Doyle Inc.	\$7,272.07
WEST POINT DERIVATIVES LTD	\$7,238.70
Liberty London	\$7,090.23
OCEANUS SECURITIES, LLC	\$7,017.21
Landmark	\$6,854.50
Wolverine Trading Total	\$6,606.00
NYSE Arca Options	\$6,454.90
Carroll Fitzgerald - LEHB Total	\$6,376.50
BNPA	\$6,120.00
G.A. Davies & Co. #16 #2	\$6,083.01
Robert Parris Inc	\$5,904.00
X Change Financial	\$5,789.20
Three Boys Soc (D. Gallagher) #917	\$5,689.13
CheniereContract Broker	\$5,590.00
LEB SECURITIES CORP	\$5,555.26
UVA/USOIL	\$5,552.53
HOT SPOT	\$5,521.81
Murphy & Burlew (Preferred Stock)	\$5,331.08
Staraply	\$5,225.00
WYTRAKER SECURITIES LLC	\$5,180.26
TAM Investments, LLC	\$5,050.08
Evolution	\$4,925.78
Nova Commodities	\$4,910.88
Cutrone & Co (D. Giovanni)	\$4,792.25
PREBON	\$4,703.24
Cutrone & Co	\$4,620.53
TFS UK Cleared	\$4,550.00
Pure Trading	\$4,152.09

Exhibit B



Eight Penn Center
1628 John F. Kennedy Boulevard
Philadelphia, PA 19103
(215) 279-9393
Fax: (215) 279-9394
www.flastergreenberg.com

EUGENE J. CHIKOWSKI, ESQUIRE
Member of the PA Bar
Direct Dial: (215) 279-9382
E-Mail: eugene.chikowski@flastergreenberg.com

September 22, 2008

VIA E-MAIL AND OVERNIGHT DELIVERY

Harvey R. Miller, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153

Re: **In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)**
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Mr. Miller:

By this letter, American Express ("AmEx") hereby consents, and is deemed to have consented, to the Debtor's assumption and assignment of the contract between AmEx and Lehman Brothers set forth on the Non-IT list of Closing Date Contracts with a cure amount of \$18,000,000.00 ("Lehman Contract") to Barclays, provided that AmEx is paid the entire proposed cure amount of \$18,000,000.00 ("Cure Amount") as soon as is reasonably practicable upon receipt of this letter.

AmEx's consent is based upon a review of certain documents posted on the internet site of Epiq Systems (<http://chapter11.epiqsystems.com/Lehman>) on behalf of the Debtor and the representations contained therein. Those documents include: (i) the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion"); (ii) the Non-IT list of contracts to be assumed and assigned at closing; and (iii) the Bankruptcy Court order approving the relief sought in the Sale Motion ("Sale Order").

Based upon a review of the foregoing documents, AmEx understands that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the Cure Amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00; and (iii) paragraph 12 of the Sale Order directs the Debtor

Harvey R. Miller, Esquire
Page 2


to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract

Very truly yours,



Eugene J. Chikowski

cc: Richard P. Krasnow, Esq. (Weil Gotshal)
Lori R. Fife, Esq. (Weil Gotshal)
Shai Y. Waisman, Esq. (Weil Gotshal)
Jacqueline Marcus, Esq. (Weil Gotshal)
Leslie Bernauer (Lehman Brothers)
Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
Victor I. Lewkow, Esq. (Cleary Gottlieb)
David Leinwand, Esq. (Cleary Gottlieb)
Dwane McLaughlin, Esq. (Cleary Gottlieb)
Mitchell S. Eitel, Esq. (Sullivan & Cromwell)
Jay Clayton, Esq. (Sullivan & Cromwell)
(via e-mail only)

UPS CampusShip: Shipment Label

Page 1 of 1

UPS CampusShip: View/Print Label

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2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - o Hand the package to any UPS driver in your area.
 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS® Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

- o Your driver will pickup your shipment(s) as usual.

FOLD HERE


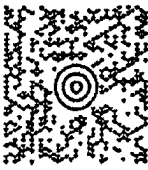
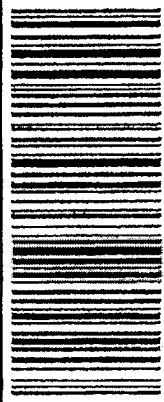

1 OF 1	
LTR	
SHIP TO: GENE CHIKOWSKI 2152799392 PLASTER GREENBERG 1628 JFK BLVD PHILADELPHIA, PA 19103	
HARVEY R. MILLER 2152799382 WEIL, GOTSHAL & MANGES LLP 767 FIFTH AVENUE NEW YORK NY 10153-0023	
NY 100 9-45 	
UPS EARLY A.M. TRACKING #: 1Z 8R3 939 15 9840 0280	
BILLING: P/P	
Client Matter Number: A0451	
CS 10.6.07. 9007830 82.0A 08/2008	
	

Exhibit C

From: Shai.Waisman@weil.com [mailto:Shai.Waisman@weil.com]
Sent: Tuesday, September 23, 2008 10:46 PM
To: Vagnozzi, Jennifer
Cc: anjli.g.pero@aexp.com; claytonwj@sullcrom.com; dlienwand@cgsh.com; dmclaughlin@cgsh.com; eitelm@sullcrom.com; Chikowski, Eugene; Kupniewski, Greg; lbernaue@lehman.com; lydia.c.schulz@aexp.com; vlewkow@cgsh.com; harvey.miller@weil.com; jacqueline.marcus@weil.com; lori.fife@weil.com; richard.krasnow@weil.com
Subject: Re: Lehman Brothers Holdings, Inc.; Case No. 08-13555 (JMP)

Hi Gene -- I returned your call from today. Please have a look at the cure procedures listed on www.lehman-docket.com. There is an extension of time to resolve cure issues. Cure for any contract assumed is the purchaser's responsibility. Any questions, as set forth in the letter, should go to their representatives at the numbers and addresses listed on the notice. As always, please call with any questions. Thanks.

Shai Waisman
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
p. 212.310.8274
f. 212.310.8007
e. Shai.Waisman@Weil.Com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

09/22/2008 04:59 PM

To <harvey.miller@weil.com>
cc <richard.krasnow@weil.com>, <lori.fife@weil.com>, <shai.waisman@weil.com>, <jacqueline.marcus@weil.com>, <lbernaue@lehman.com>, <lydia.c.schulz@aexp.com>, "Anjli G Pero" <anjli.g.pero@aexp.com>, <vlewkow@cgsh.com>, <dlienwand@cgsh.com>, <dmclaughlin@cgsh.com>, <eitelm@sullcrom.com>, <claytonwj@sullcrom.com>, "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>, "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>

Subject: Lehman Brothers Holdings, Inc.; Case No. 08-13555 (JMP)

Good Afternoon Mr. Miller,

10/14/2008

Attached please find correspondence from Eugene Chikowski in reference to the above.

Best Regards,
Jennifer

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

Philadelphia, PA 19103

Phone: 215-279-9386

Fax: 215-279-9394

www.flastergreenberg.com

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<<MILLER LTR.PDF>>

10/14/2008

Exhibit D



Eight Penn Center
1628 John F. Kennedy Boulevard
Philadelphia, PA 19103
(215) 279-9393
Fax: (215) 279-9394
www.flastergreenberg.com

EUGENE J. CHIKOWSKI, ESQUIRE
Member of the PA Bar
Direct Dial: (215) 279-9382
E-Mail: eugene.chikowski@flastergreenberg.com

September 26, 2008

VIA FACSIMILE AND OVERNIGHT DELIVERY

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
attn: Barclays Cure Amount

Re: **In re Lehman Brothers Holdings, Inc. ("Debtor"), Case No. 08-13555 (JMP)**
American Express' Consent to Assumption and Assignment
of Contract and Proposed Cure Amount

Dear Counsel:

Earlier this week, my firm provided your firm, as counsel for Barclays, with a courtesy copy of the written consent to assumption, assignment and cure amount regarding the contract between American Express ("AmEx") and Lehman Brothers (as amended from time to time, the "Lehman Contract") that we sent to Mr. Harvey Miller, counsel for Lehman Brothers. AmEx's consent was based upon a review of the Debtor's motion to approve the sale of assets to Barclays and the assumption and assignment of related contracts ("Sale Motion") and the Bankruptcy Court order approving the relief requested in the Sale Motion ("Sale Order").

The Debtor has informed AmEx that procedures for providing written consent to the proposed cure are posted on the internet site of Epiq Systems. This letter serves as written consent pursuant to those procedures to the proposed cure described below. Although the procedures reference a "Consent Form" as being attached, no such form actually is attached. In the interest of time and in lieu of the suggested form being available, AmEx is providing this letter as its written consent.

AmEx understands from its review of the Sale Motion and Sale Order that: (i) the Debtor sought and was granted authority by the Bankruptcy Court to assume and assign the Lehman Contract to Barclays, provided AmEx does not object to the assumption and assignment and/or the cure amount within a specified period; (ii) the Debtor's proposed cure amount for the Lehman Contract is \$18,000,000.00 ("Cure Amount"); and (iii) paragraph 12 of the Sale Order

Harvey R. Miller, Esquire
Page 2

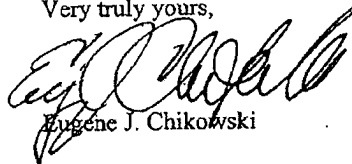
directs Barclays to pay the entire Cure Amount to AmEx as soon as is reasonably practicable upon receipt of written consent from AmEx to the Cure Amount.

This letter constitutes AmEx's written consent to the Cure Amount pursuant to paragraph 12 of the Sale Order, provided AmEx is paid the entire proposed cure amount of \$18,000,000.00 as soon as is reasonably practicable upon receipt of this letter. While the phrase "as soon as reasonably practicable" may be open to differing interpretations, AmEx believes payment of the cure amount will be timely if received by AmEx within three days of the date of this letter.

AmEx prefers payment of the Cure Amount via wire transfer. Since this letter may become part of a public record in the Debtor's bankruptcy case, the wire transfer instructions are not included herein. For the wire transfer instructions, please contact Lydia C. Schulz by electronic mail at lydia.c.schulz@aexp.com or by telephone at (908) 522-0574. Ms. Schulz also is the appropriate person to handle any questions, or take any appropriate direction, from the Debtor and/or Barclays regarding the AmEx programs.

Please contact me immediately if the substance of this letter does not comport in any way with your understanding of the assumption, assignment and cure of the Lehman Contract.

Very truly yours,



Eugene J. Chikowski

cc: Lydia C. Schulz (American Express)
Anjli G. Pero, Esq. (American Express)
Lisa M. Schweitzer, Esq. (Cleary Gottlieb)
Lindsee Granfield, Esq. (Cleary Gottlieb)
(each via e-mail only)

UPS CampusShip: Shipment Label

Page 1 of 1

UPS CampusShip: View/Print Label

1. **Print the label(s):** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the dotted line.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
3. **GETTING YOUR SHIPMENT TO UPS**
Customers without a Daily Pickup
 - o Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
 - o Hand the package to any UPS driver in your area.
 - o Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return ServicesSM (including via Ground) are accepted at Drop Boxes.
 - o To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Customers with a Daily Pickup

- o Your driver will pickup your shipment(s) as usual.

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LTR		1 OF 1	
SHIP TO: BARCLAYS CURE AMOUNT 2152799382 CLEARY GOTTLIEB STEEN & HAMILTON ONE LIBERTY PLAZA NEW YORK NY 10006-1404		NY 102 9-01	
GENE CHIKOWSKI 2152799393 PLASTER GREENBERG 1628 JFK BLVD PHILADELPHIA PA 19103		UPS NEXT DAY AIR TRACKING #: 1Z 8R3 939 01 9588 0329	
BILLING: P/P		Client Master Number: A0451 Lehman	
CS 16.6.02, W02710 62.0A 04/2008		TM	

09/26/2008 13:24 FAX 12152799394

FLASTER-

001

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1791
RECIPIENT ADDRESS 912122253889
DESTINATION ID
ST. TIME 09/26 13:23
TIME USE 01'01
PAGES SENT 3
RESULT OK



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Fax: 215-279-9394
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FAX TRANSMISSION

				DATE: September 26, 2008	
ATTENTION:		FIRM:		FAX NO:	
1.	BARCLAYS CURE AMOUNT	Cleary Gottlieb Steen & Hamilton LLP		212-225-3999	
2.					
3.					
FROM:	Eugene J. Chikowski, Esquire	DIRECT DIAL:	215-279-9382	NO. OF PAGES: (INCLUDING COVER)	3
RE:	Lehman Brothers Holdings, Inc. Case No. 08-13555				
COVER MESSAGE:					



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Philadelphia, Pennsylvania 19103
215-279-9393
Fax: 215-279-9394
www.flastergreenberg.com

FAX TRANSMISSION

		DATE: September 26, 2008	
ATTENTION:		FIRM:	FAX NO:
1.	BARCLAYS CURE AMOUNT	Clery Gottlieb Steen & Hamilton LLP	212-225-3999
2.			
3.			
FROM:	Eugene J. Chikowski, Esquire	DIRECT DIAL:	215-279-9382
		NO. OF PAGES: (INCLUDING COVER)	3
RE:	Lehman Brothers Holdings, Inc. Case No. 08-13555		
COVER MESSAGE:			

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Exhibit E

CONSENT TO CURE AMOUNT
IN CONNECTION WITH ASSUMPTION AND ASSIGNMENT OF CONTRACTS

To: Lehman Brothers Holdings Inc.
LB 745 LLC
Lehman Brothers Inc.
Barclays Capital Inc.

Commencing on September 15, 2008 and periodically thereafter, Lehman Brothers Holdings Inc. ("LBHI") and certain of its direct and indirect subsidiaries, including LB 745 LLC ("745"), commenced voluntary cases under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") (Jointly Administered, Case No. 08-13555). In addition, on September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 (Case No. 08-01420) with respect to Lehman Brothers Inc. ("LBI", and together with LBHI and 745, the "Debtors").

On September 20, 2008, the Bankruptcy Court entered the Order Under 11 U.S.C. §§ 105(a), 363, and 365 and Federal Rules of Bankruptcy Procedure 2002, 6004 and 6006 Authorizing and Approving (A) The Sale of Purchased Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts and Unexpired Leases (the "Sale Order") and the Order Approving, And Incorporating By Reference For The Purposes Of This Proceeding, An Order Authorizing The Sale Of Purchased Assets And Other Relief In The Lehman Brothers, Holdings Inc. Chapter 11 Proceedings (together with the Sale Order, the "Sale Orders"). (Capitalized terms not defined herein have the meanings ascribed to them in the Sale Order). The Sale Orders provide for the transfer of the Purchased Assets and the assumption and assignment of certain contracts (the Closing Date Contracts) by the Debtors to the Purchaser as of the Closing Date of the sale transaction.

American Express Travel Related Services Company, Inc. ("Counterparty") is a counterparty to certain Closing Date Contracts identified on Exhibit A that have been assumed and assigned to the Purchaser on the Closing Date. Exhibit A lists the cure amounts agreed upon by the relevant Debtors and Counterparty in connection with the assumption and assignment of the identified contracts (the "Cure Amounts").

By signing below, Counterparty agrees that upon payment of the Cure Amounts, Purchaser and the Debtors will have satisfied all conditions to the assumption and assignment of the Closing Date Contracts identified on Exhibit A, including the cure of all outstanding defaults of the Debtors under each of the contracts, and that Counterparty will have no further claims on account of such contracts against the Debtors or their estates. The signatory below represents that (s)he has authority to sign on behalf of Counterparty. Payment of such Cure Amounts may be made by the Purchaser or the Debtors by check to the mailing address identified by Counterparty in Exhibit B.

Dated: September 26, 2008

American Express Travel Related Services Company, Inc.

By: Flaster/Greenberg, P.C.

Eugene Chikowski, Esq.

Counsel to American Express Travel Related Services Company, Inc.

EXHIBIT A - SCHEDULE OF CLOSING DATE CONTRACTS AND CURE AMOUNTS

CONTRACT	CURE AMOUNT
Global Corporate Services Commercial Account Agreement	\$18,000,000.00

EXHIBIT B - COUNTERPARTY REMITTANCE ADDRESS/CONTACT NAME FOR THE
CHECK TO BE MAILED

Please contact Ms. Lydia C. Schulz via telephone at (908) 522-0574
or via electronic mail at lydia.schulz@aexp.com for instructions
regarding payment

09/26/2008 17:21 FAX 12152799394

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001

*** TX REPORT ***

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TX/RX NO 1794
RECIPIENT ADDRESS 812122253999
DESTINATION ID
ST. TIME 09/26 17:20
TIME USE 01'08
PAGES SENT 4
RESULT OK

(FAXED)



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Philadelphia, Pennsylvania 19103
215-279-9393
Fax: 215-279-9394
www.flastergreenberg.com

FAX TRANSMISSION

		DATE: September 26, 2008	
TO:		FIRM:	
1.	Barclays Core Amount	Cleary Gottlieb Steen & Hamilton LLP	FAX NO: (212) 225-3999
2.			
3.			
FROM: Greg Kupniewski, Esq.		DIRECT DIAL: (215) 279-9907	NO. OF PAGES: (INCLUDING COVER) 4
RE: BARCLAY'S CURE AMOUNT			
COVER MESSAGE:			

Exhibit F

From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Monday, September 29, 2008 7:04 PM
To: Chikowski, Eugene
Cc: Shai.Waisman@weil.com
Subject: Re: FW: Lehman Brothers Holdings, Inc.

I would really like us not to get ahead of ourselves. I am trying to get decisions out of Barclays and/or discussion going between the business people. I was just noting below, that it did not work, after I immediately told you that the listing was a mistake last week (not for the first time below), for you to ignore that and send in many consents. That was the only point of below. Also, as you noted to me, if something cannot be worked out, then another firm will be dealing with this for Barclays (not Cleary Gottlieb). Shai, if you want to know background, call me (I have call into you on another topic).

Lindsee P. Granfield
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza, New York NY 10006
t: +1 212 225 2738 | f: +1 212 225 3999
www.clearygottlieb.com | lgranfield@cgsh.com

"Chikowski, Eugene"
<Eugene.Chikowski@flaistergreenberg.com>

29 September 2008 06:55 PM

To: Shai.Waisman@weil.com
Cc: lgranfield@cgsh.com
Subject: FW: Lehman Brothers Holdings, Inc.

Shai,

While I appreciate your email last week noting all the procedures Lehman and the Court had set forth to receive payment of the cure amount, and despite complying with these procedures, Barclays is refusing pay the cure amount on the American Express contract.

Barclay's counsel advises in the email below that the \$18 M was a "mistake". For the record, American Express' actual cure number is slightly less then \$18M. The difference is very small.

American Express does not know what Barclay's means by a "mistake". Is it Lehman's position that the \$18M cure number is wrong? It is American Express' understanding that Lehman listed the cure numbers. Please advise me whether Lehman will pay the difference between Barclay's 'right number' and the real cure number.

10/14/2008

Thank you,

Gene

Eugene J. Chikowski, Esquire
Flaster/Greenberg P.C.
1628 JFK Boulevard - 15th Floor
Philadelphia, PA 19103
eugene.chikowski@flastergreenberg.com
(215) 279-9382
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From: Lindsee GRANFIELD [mailto:lgranfield@cgsh.com]
Sent: Monday, September 29, 2008 3:13 PM
To: Vagnozzi, Jennifer
Cc: Chikowski, Eugene; Kupniewski, Greg; Ischweitzer@cgsh.com
Subject: Re: Lehman Brothers Holdings, Inc.

Gene:

I am sorry to bother you, but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with the cure amount of \$18million was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that tries to accept the amount that I told you prior to such attempted acceptance was a mistake. The business folks have got to talk and try to reach an agreed upon resolution. My understanding is that there has already been some contact. This not meant to raise hackles at Amex, but the clients need to seek to resolve the issue.

Lindsee Granfield

Lindsee P. Granfield
Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza, New York NY 10006
t: +1 212 225 2738 | f: +1 212 225 3999
www.clearygottlieb.com | lgranfield@cgsh.com

"Vagnozzi, Jennifer"
<Jennifer.Vagnozzi@flastergreenberg.com>

26 September 2008 01:23 PM

To Ischweitzer@cgsh.com, lgranfield@cgsh.com
cc "Chikowski, Eugene" <Eugene.Chikowski@flastergreenberg.com>, "Kupniewski, Greg" <Greg.Kupniewski@flastergreenberg.com>
Subject Lehman Brothers Holdings, Inc.

10/14/2008

Good Afternoon Ms. Schweitzer & Ms. Granfield,

Attached please find correspondence from Gene Chikowski in reference to the above.

Thank you,
Jennifer

<<LEHMAN LTR.PDF>>

Jennifer Vagnozzi

Administrative Assistant to

Eugene J. Chikowski ❖ William J. Burnett

Joshua M. Gaffney ❖ Greg Kupniewski

Flaster/Greenberg P.C.

Eight Penn Center, 15th Floor

Philadelphia, PA 19103

Phone: 215-279-9386

Fax: 215-279-9394

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10/14/2008

Exhibit G

(Filed Under Seal)

Exhibit H

From: Anjli G Pero <anjli.g.pero@aexp.com>
Sent: Monday, September 29, 2008 3:02 PM
To: Alter, Bryan: Legal (NYK) <Bryan.Alter@barclayscapital.com>
Cc: Bunker-Pentney, Simone: IT (LDN) <Simone.Bunker-Pentney@barclayscapital.com>
Subject: RE: American Express Consent Form
Attach: mg_info.txt

Thank you very much Bryan. I just want to clarify/confirm that the business people at Barclays are going to be in touch with Amex business people to arrange payment of the cure amount under the contract. I really need to know, in light of the imminent court deadlines. Thanks again.

Best.
Anjli

Anjli G. Pero | V.P., Senior Counsel | 3 World Financial Center, New York, NY 10285-4903
☎ 212-640-5709 | ☎ 212-640-9260 | ✉ anjli.g.pero@aexp.com

American Express Co. | General Counsel's Office
Legal | Compliance & Ethics | Corporate Secretary's Office | Global Security
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<Bryan.Alter@barclayscapital.com>

09/29/2008 02:53 PM

To Anjli G Pero/AMER/TRS/AEXP@AMEX

cc <Simone.Bunker-Pentney@barclayscapital.com>

Subject RE: American Express Consent Form

Thank you , Anjli. I will be out of the office on Tuesday and Wednesday, but have escalated this to the appropriate people on the business side. I am sure that they will be in contact with their counterparts at Amex'.

Bryan

From: Anjli G Pero [mailto:anjli.g.pero@aexp.com]
Sent: Monday, September 29, 2008 2:43 PM
To: Alter, Bryan: Legal (NYK)
Subject: American Express Consent Form

Hi Bryan,

Apologies for the delay -- I just tracked this down from our outside counsel. Attached is the Consent Form posted on the Epiq site that we filled out and sent out in accordance with the instructions on that site. As per our conversation, we also sent two previous consent letters, both of which either copied Lindsee Granfield at Cleary or were addressed directly to her. Also as discussed, we feel that we have fulfilled all the requirements set up by the court and the parties to request and receive payment for the outstanding cure amount.

I look forward to hearing from you later today. Thank you.

Best,
Anjli

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Exhibit I

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	: 08-13555 (JMP)
Debtors.	: (Jointly Administered)
	:
	:
-----X	

DECLARATION OF LINDSEE P. GRANFIELD

Pursuant to 28 U.S.C. § 1746, Lindsee P. Granfield declares as follows:

1. I am an attorney admitted to practice before this Court and am a partner at Cleary Gottlieb Steen & Hamilton LLP, counsel for Barclays Capital Inc. ("Barclays"). I make this Declaration in support of Barclays' Motion For Relief Concerning an American Express Contract Erroneously Posted With The Closing Date Contracts.

2. On September 18, 2008, Barclays posted to <http://chapter11.epiqsystems.com/lehman> (the "Website") lists of Closing Date Contracts, as defined in Paragraph 12(b) of this Court's Order (I) Approving the Break-Up Fee and Expense Reimbursement, (II) Certain Matters Relating to Competing Bids, if Any, (III) Approving the Form and Manner of Sale Notices And (IV) Setting The Sale Hearing Date in Connection with The Sale of Certain of The Debtors' Assets, dated September 17, 2008.

3. On September 19, 2008, this Court approved the sale of certain assets to Barclays by this Court's (i) Order Under 11 U.S.C. §§ 105(a), 363, And 365 And Federal Rules of Bankruptcy Procedure 2002, 6004 And 6006 Authorizing And Approving (A) The Sale of Purchased Assets Free And Clear of Liens And Other Interests And (B) Assumption and Assignment of Executory Contracts and Unexpired Leases, dated September 19, 2008 (D.I. 258)

4. A contract identified as "American Express Travel Related" (the "American Express Contract") was included on the non-IT list of Closing Date Contracts posted to the Website.

5. On September 22, 2008, Eugene Chikowski sent a letter to Harvey R. Miller at Weil Gotshal & Manges LLP as counsel to Lehman Brothers Holdings, Inc. ("LBHI"). Mr. Chikowski stated in this letter that American Express consented to the assumption and assignment of the contract between American Express and LBHI designated on the non-IT list of Closing Date Contracts with a cure amount of \$18,000,000.00 to Barclays, provided that American Express is paid the entire proposed cure amount of \$18,000,000 as soon as is reasonably practicable upon receipt of the letter. A true and correct copy of this letter is attached hereto as Exhibit A.

6. I responded to Mr. Chikowski's letter on behalf of Barclays. On September 23, 2008, I spoke via telephone with Mr. Chikowski and informed him that the listing of the American Express Contract with the cure amount of \$18 million was a mistake. I further informed him that Barclays was engaged in the process of trying to understand this contract and that there would have to be further discussions.

7. On September 26, 2006, Mr. Chikowski sent another letter on behalf of American Express purporting to consent to the assumption, assignment and cure amount of the American Express Contract. On this same day, Mr. Chikowski also sent a form "Consent to Cure Amount in Connection with Assumption and Assignment of Contracts" in respect of the American Express Contract. A true and correct copy of the letter is attached hereto as Exhibit B, and a true and correct copy of the transmitted form is attached hereto as Exhibit C.

8. In response to the September 26, 2008 communications received from Mr. Chikowski, I sent an e-mail to Mr. Chikowski on September 29, 2008 in which I stated:

Gene: I am sorry to bother you but I am concerned that you and Amex did not understand what I told you the business day after you sent your original letter to Harvey Miller re Amex's contract. As I told you then, listing the Amex contract with the cure amount of \$18 million was a mistake. Therefore, Barclays cannot accept a cure form notice from Amex that tries to accept the amount that I told you prior to such attempted acceptance was a mistake.

Attached as Exhibit D is a true and correct copy of this e-mail.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 14th day of October, 2008.

s/ Lindsee P. Granfield

Lindsee P. Granfield

Exhibit J

(Filed Under Seal)

Exhibit K

(Filed Under Seal)

Exhibit L

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i>,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
	:
	:
-----X	

DECLARATION OF PATRICK COSTER

Pursuant to 28 U.S.C. § 1746, Patrick Coster declares as follows:

1. I am currently employed by Barclays Capital Inc. ("Barclays"), and prior to September 22, 2008 was employed by Lehman Brothers Holdings Inc. ("LBHI") as a Senior Vice President within Expense and Sourcing Services. I am familiar with events relating to the purchase of certain assets of LBHI, Lehman Brothers Inc. and LB 745 LLC (collectively, the "Debtors") by Barclays and the preparation of the lists of contracts associated with the closing of that purchase (the "Closing Date Contracts"). I make this Declaration in support of Barclays' Motion For Relief Concerning an American Express Contract Erroneously Posted With The Closing Date Contracts.

2. On or about September 17 - 18, 2008, I was part of a team at LBHI working with representatives of Barclays and its counsel to develop lists of critical contracts that were relevant to Barclays' purchase of the Debtors' assets. Given the time pressures involved with this purchase, various teams were putting together broadly-formulated lists of contracts, which would subsequently be limited to those that were critically needed and, as such, assumed by Barclays as Closing Date Contracts. Barclays divided the lists of contracts into three areas:

IT Closing Date Contracts, non-IT Closing Date Contracts and Real Estate Closing Date Contracts.

3. On September 18, 2008, I transmitted a list of non-IT Closing Date Contracts. A true and correct copy of the spreadsheet in printed form is attached to this Declaration as Exhibit A. This list included a contract designated by the vendor name "American Express Travel Related" and Agreement ID "CON000000023851," which appears on line 17 of the printed copy of this spreadsheet (the "American Express Contract"). The cure amount listed on this spreadsheet was \$18 million.

4. I understand that a version of this list was posted to a website related to LBHI's Chapter 11 case, and that the version posted also included the American Express Contract. A true and correct copy of the PDF document as it was posted to the website on September 18, 2008 is attached as Exhibit B.

5. Although the American Express Contract was initially included in a broader list of contracts being identified, it should not have been designated as a contract that was being assumed by and assigned to Barclays. The American Express Contract was not a critical contract necessary for the ongoing business needs of the assets being purchased by Barclays. Instead, it concerned a number of other contracts involving travel services that had previously been provided by American Express Travel Related Services Company, Inc. ("American Express") prior to LBHI's filing its petition for relief under Chapter 11 of the U.S. Bankruptcy Code. American Express had stopped providing services under this contract prior to LBHI's filing its Chapter 11 case and has not provided any further services since the filing; I was informed by Leslie Bernauer that American Express had cancelled the corporate cards issued in connection with the American Express Contract, cancelled existing travel reservations and stated

that it would not be accepting new reservations. However, as a result of the extreme time pressure involved in closing the deal, the American Express Contract was mistakenly designated as a non-IT Closing Date Contracts that was being assumed by Barclays.

6. In addition, the cure amount listed for the American Express Contract of \$18 million was incorrect.

7. I understand that Barclays promptly notified American Express that the American Express contract had been mistakenly listed as a contract that was being assumed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 14th day of October, 2008.

s/ Patrick Coster

Patrick Coster